



**NOTICE OF PUBLIC MEETING
OF THE
PLEASANT GROVE CITY COUNCIL**

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday July 21, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Meeting Minutes:
 - City Council Minutes for the June 9, 2015 meeting.
 - City Council Minutes for the June 23, 2015 meeting.
 - b.** To consider approval of Payment Request No. 1 to Gerber Construction Inc., for the Battle Creek Microhydro Power Generation Project.
 - c.** To consider approval of paid vouchers for July 10, 2015.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
 - A.** To consider the appointment of Niels Fugal as the Mud Hole Neighborhood Chair.
- 8. PRESENTATIONS:**
 - A.** Utah County Attorney to present an award to the Police Department.
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Continued Item: Public Hearing** to consider for adoption an Ordinance **(2015-27)** amending the Pleasant Grove City Code, Section 10-15-36-D, Commercial Communications applicable City Wide, reducing the required 1000 foot distance between cell towers. *Presenter: Director Young* Continued from the July 7, 2015 meeting.

- B. Public hearing** to consider for adoption an Ordinance amending the Pleasant Grove City Code Section 10-9A-8-E: Yard Requirements in the R-R (Rural Residential) Zone, reducing the required side yard setback for accessory structures to 3 feet. (David MacDonald, Applicant) *Presenter: Director Young* **Note: This item will be continued to the July 28, 2015 meeting.**
- C. Public Hearing** to consider for adoption an Ordinance **(2015-23)** to rezone one acre of land from The Grove Zone, Commercial Sales Subdistrict to The Grove Zone, Mixed Housing Subdistrict on property located at approx. 100 South 1300 West in The Grove zone, Commercial Sales Subdistrict. **(SAM WHITE'S LANE NEIGHBORHOOD)** (Applicant John Harr) *Presenter: Director Young* **Note: This item will be continued to the July 28, 2015 meeting.**

10. ACTION ITEMS READY FOR VOTE:

- A.** To consider for approval a final plat for a 3 lot subdivision called Majestic Meadows Commercial Subdivision Plat C on property located at approx. 220 South State Street in the C-G (General Commercial) Zone. **(SAM WHITE'S LANE NEIGHBORHOOD)** *Presenter: Director Young*
- B.** To consider for approval at the request of Josh Winn with Georgetown Development for a 68-lot mixed housing development final plat and phasing plan called Garden Grove located at approx. 15 South 1300 West in the Grove Zone. **(SAM WHITE'S LANE NEIGHBORHOOD)** *Presenter: Director Young*
- C.** To consider for adoption a Resolution **(2015-026)** authorizing the Mayor to sign a lease/purchase agreement with Zions First National Bank, Salt Lake City, Utah, for the purpose of acquiring 6 Public Safety Vehicles; and providing for an effective date. *Presenter: Director Lundell*
- D.** To consider appointment of Poll Workers, Touch Screen Technicians (TST) and Precinct Managers for the August 11, 2015 Municipal Primary Election. *Presenter: Recorder Kresser*
- E.** Discussion and possible action on 4000 North sewer. *Presenter: Administrator Darrington.*

11. ITEMS FOR DISCUSSION – NO ACTION: (Public Comment allowed if needed)

12. DISCUSSION ITEMS FOR THE JULY 28, 2015 CITY COUNCIL MEETING.

13. NEIGHBORHOOD AND STAFF BUSINESS.

14. MAYOR AND COUNCIL BUSINESS.

15. SIGNING OF PLATS.

16. REVIEW CALENDAR.

17. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: July 17, 2015

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

Public Hearing Notice was published in the Daily Herald on July 10, 2015.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

CITY COUNCIL STAFF REPORT

Meeting Date: July 21, 2015

Item: 9A

**City Code Amendment
to modify cell tower
requirements in Section
10-15-36-D of the
Supplementary
Development Standards
Chapter of the City
Code.**

Public Hearing

APPLICANT:

Pleasant Grove City

ATTACHMENTS:

- modify cell tower requirements in Section 10-15-36-D of the Supplementary Development Standards Chapter of the City Code

REPORT BY:

- Ken Young, Community Development Director
- Royce Davies, City Planner

BACKGROUND

On March 12, 2015 Verizon Wireless approached Pleasant Grove City with a desire to build a cell tower on property located at approximately 1726 North 600 West. The conditional use permit required to build the cell tower was denied by the Planning Commission. The denial has been scheduled for appeal although Verizon is seeking collocation on a tower in Manila Park. Through a post-meeting review process, Planning Staff and the City Attorney determined that cell towers could potentially be condensed to smaller areas in the city through some changes to ordinance language concerning cell towers.

Pleasant Grove City requests that the City Code be modified to allow for these changes city wide.

ANALYSIS

Cell towers currently require a 1,000 foot separation. This requirement is connected with a requirement that all tower owners provide the City with a letter stating that they will allow for collocation of up to 3 users on a tower. It was the intent of the City to encourage collocation rather than separate towers accommodating only one or two users. However, in the Verizon case collocation has not occurred on the tower owned by Sprint just 1,600 feet from where they proposed to build a tower. Sprint provided the City with a letter that stated their allowance for 2 other collocated users on the tower. Unfortunately the Code does not require users to collocate. The Code only requires them to allow for collocation. As a result, Verizon has been working with Sprint intensely for several months to no avail.

To avoid situations like this and to encourage tower clustering that would discourage widespread impacts of spread tower construction, the text amendment reduces the required distance between towers to 150 feet on property that has existing built infrastructure to accommodate multiple communication facilities without a significant impact on view-sheds. It also requires cell tower owners to allow collocation when requested and to respond to City requests for collocation within 30 days of the request or face potential revocation of the conditional use permit required to operate the tower.

Staff has determined that the changes in the proposed text amendment meet with the intent of the Zoning Ordinance and General Plan. Because of this, Staff recommends approval of the amendment.

RECOMMENDATION

Staff recommends that the City Council approve the proposed text amendment to modify cell tower requirements in Section 10-15-36-D of the Supplementary Development Standards Chapter of the City Code, in the Pleasant Grove City Code.

MODEL MOTIONS

Approval – “I move the City Council approve the proposed text amendment to modify cell tower requirements in Section 10-15-36-D of the Supplementary Development Standards Chapter of the City Code, in the Pleasant Grove City Code; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

Continue – “I move the City Council continue the review of the proposed text amendment to modify cell tower requirements in Section 10-15-36-D of the Supplementary Development Standards Chapter of the City Code, in the Pleasant Grove City Code, until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

Denial – “I move the City Council deny the proposed text amendment to modify cell tower requirements in Section 10-15-36-D of the Supplementary Development Standards Chapter of the City Code, in the Pleasant Grove City Code, based on the following findings:”

1. List findings for denial...

MODIFY CELL TOWER REQUIREMENTS IN SECTION 10-15-36-D OF THE SUPPLEMENTARY DEVELOPMENT STANDARDS CHAPTER OF THE CITY CODE

- D. Commercial Communications: This subsection shall apply to all commercial and business related use of wireless communication equipment. Commercial antennas, towers, and related equipment shall be allowed in all commercial, industrial, and office zones with conditional use permit approval granted by the planning commission at a public hearing. Installation of commercial communications equipment may be considered in a residential zone through the conditional use permit process, on public property only, or property in conjunction with a quasi-public use, such as a school, church, public park or government building. The following regulations are to be complied with as outlined below:
1. Applicant is to submit a conditional use permit application to the community development department, as outlined in section 10-2-4 of this title.
 2. Once the conditional use permit has been approved, the applicant is to submit a building permit to the community development department with the following items:
 - a. Copy of the approved site plan with supporting documents; and
 - b. Manufacturer's specifications for the antenna support structure, including details of footings, guywires, and height.
 - c. A copy of the applicant's license to operate.
 3. The following standards shall be required with the installation and use of antennas, dishes, or other related commercial communication equipment mounted on roofs or walls of commercial, office or industrial zones, and on buildings in a residential zone as allowed in this chapter:
 - a. Antennas, dishes, supports, and related equipment shall be mounted inside an enclosed decorative building or made stealth within a steeple, flagpole, utility pole or other stealth structure, unless adequate justification for a wall or roof mount can be provided. Antennas, dishes, supports and related equipment which cannot, because of technological reasons, be wall or roof mounted, mounted on or within an existing utility pole or enclosed within a stealth structure, or on a tower structure. Please see subsection D4c of this section for tower height maximums.
 - b. Roof mounted antennas, dishes, and equipment shall not exceed ten feet (10') above the surface of the roof or the top of the lowest parapet screening wall.
 - c. Minimum setback shall be ten feet (10') from the edge of the roof.
 - d. Wall mounted antennas shall not extend more than eighteen inches (18") from the surface of the wall, of the building to which they are mounted. All antennas shall be made stealth so as to be incorporated as part of the building's architecture.

- e. All ground equipment, associated with commercial antennas, shall be placed within a below grade vault or completely enclosed and screened from view within a six foot (6') solid decorative masonry wall or other suitable fence, to match the architectural theme of the vicinity or adjacent development, as determined by the planning commission or city council. Ground equipment buildings shall not exceed six hundred (600) square feet, nor exceed ten feet (10') in height, and shall be secured. Expansion of the original ground equipment, site area, or enclosures shall require a conditional use permit or a modification of the conditional use permit if one already exists.
4. Communication towers; freestanding poles or lattice towers used for the purpose of facilitating communication equipment shall require conditional use permit approval as outlined in section 10-2-4 of this title, and are subject to the following standards:
- a. Design: Towers shall be composed of nonreflective galvanized steel or powder coated surfaces with unobtrusive colors. All ground equipment, associated with commercial towers, shall be placed within a below grade vault or completely enclosed and screened from view within a six foot (6') solid decorative masonry wall or other suitable fence, to match the architectural theme of the vicinity or adjacent development, as determined by the planning commission or city council. Ground equipment buildings shall not exceed six hundred (600) square feet, nor exceed ten feet (10') in height, and shall be secured.
- b. Location: Towers are to be located in rear yard areas, and in areas least obtrusive on the public view and neighboring uses; see subsection D4d of this section for setbacks;
- c. Height: Tower structures shall not exceed one hundred feet (100') in height in all commercial, office and residential zones where allowed. A maximum of one hundred seventy five feet (175') shall be considered in industrial zones.
- d. Setbacks: Tower structures shall have a minimum twenty five foot (25') setback from an adjacent commercial, office or industrial zone, up to a height of one hundred feet (100'). For industrial zones that allow greater than one hundred feet (100') in height, one additional foot is to be added, to the setback, for each foot above one hundred feet (100'). Tower structures on property adjacent to a residential use shall be subject to the following setbacks:

<u>Tower Height</u>	<u>Distance From Residential Property Line</u>
70 feet	150 feet
80 feet	175 feet
90 feet	200 feet

100 feet	225 feet
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- e. Multiple Users: All towers are to be designed to accommodate three (3) separate users. A letter must also be supplied stating that the owner(s) of the tower will allow for collocation and that the structure has been constructed to allow for this, unless grid documentation is supplied by an independent consultant that collocation will create a hardship. Only one conditional use permit (CUP) approval shall be required, unless the tower or ground equipment is expanded, at which time the existing CUP is to be modified.

(1) Towers with available collocation points located on public property will be required to allow collocation at Pleasant Grove City's request. Failure to respond to a written request from Pleasant Grove City within 30 days of the request may result in revocation of the conditional use permit.

(2) Failure to allow collocation where available may also result in revocation of the conditional use permit.

- f. Security: The city may require the owner of the communications facility to establish a ten thousand dollar (\$10,000.00) cash security fund or provide the city with an irrevocable letter of credit in the same amount to secure the cost of removing the communication equipment.

- g. Letter Of Removal Upon Vacation: The property owner must supply the city with a letter stating that, if technology renders the tower obsolete or the tower is vacated, the owner will remove the tower, all other apparatus associated with it, the top three feet (3') of the footing, and restore the site to its original condition within ninety (90) days of the vacation of the tower.

- h. Separation: Commercial communication towers shall have a minimum separation requirement of one thousand feet (1,000').

(1) Cell tower separation may be reduced to one hundred fifty feet (150') provided it is located on public property and attached to an existing pole or building infrastructure with the ability to accommodate communication equipment.

5. The following are additional standards to be considered with commercial communications:

- a. Collocation of the antennas on other existing structures in the same vicinity, such as other towers, buildings, water towers, utility poles, etc., is possible without significantly impacting antenna transmission or reception of established users or facilities in the area.
- b. Each communication facility shall be considered a separate use; and an annual business license shall be required for each such facility.
- c. The location of any tower will not create a detrimental impact to adjoining properties.

- d. No commercial messages or signage shall be allowed on antenna supports (towers) or equipment, beyond safety warnings, and one identification sign which are not greater than four (4) square feet in size.
- e. Technological justification, when requested, shall be provided by an independent third party wireless communications engineering firm, selected by the city and paid for by the applicant.

NOTE: HIGHLIGHTED SECTIONS IN THE ABOVE TEXT AMENDMENT PROPOSAL ARE EITHER:

- Underlined (to be added)
- ~~Struck Through~~ (to be removed)

ORDINANCE NO. 2015-27

AN ORDINANCE OF PLEASANT GROVE CITY, UTAH COUNTY, UTAH, AMENDING SECTION 10-15-36, WIRELESS COMMUNICATIONS; AMATEUR, PRIVATE, AND COMMERCIAL TOWERS AND ANTENNAS, MODIFYING SECTION 10-15-36-D: COMMERCIAL COMMUNICATIONS, REDUCING THE REQUIRED DISTANCE BETWEEN CELL TOWERS, EFFECTIVE CITY-WIDE; INCLUDING AN EFFECTIVE DATE (PLEASANT GROVE CITY, APPLICANT).

WHEREAS, Pleasant Grove City (hereafter referred to as “the City”) sees a benefit to encouraging cell towers near one another; and

WHEREAS, the proposed provision shall reduce the required distance between cell towers and encourage near proximity location when collocation is not plausible; and

WHEREAS, the proposed provision shall require cell tower owners on public property to allow collocation when requested by the City; and

WHEREAS, the proposed provision shall apply to all properties within the Pleasant Grove City Limits; and

WHEREAS, it is the intent of this ordinance to encourage aesthetic maintenance of viewsheds and landscapes which may be adversely affected by distribution of cell towers; and

WHEREAS, on July 9, 2015 the Pleasant Grove City Planning Commission held a public hearing to consider amending Section 10-15-36, modifying section 10-15-36-D which would allow cell towers to be placed closer together than the current 1,000 foot separation requirement; and

WHEREAS, at its public hearing the Planning Commission decided that the requested amendment to Section 10-15-36 in Supplementary Development Standards chapter of the Pleasant Grove Municipal Code is in the public’s interest and consistent with the goals and policies of the General Plan; and

WHEREAS, the Pleasant Grove Planning Commission recommended to the Pleasant Grove City Council that the amendment to Section 10-15-36 in the Supplementary Development Standards chapter in the Pleasant Grove Municipal Code be approved; and

WHEREAS, on July 21, 2015 the Pleasant Grove City Council held a public hearing to consider the request; and

WHEREAS, at its meeting the Pleasant Grove City Council was satisfied that the amendment to the Pleasant Grove Municipal Code is in the best interest of the public and consistent with the goals and policies of the General Plan; and

WHEREAS, it is the legislative body's intent that the city code amendments shall be in the interest of the public; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pleasant Grove City, Utah County, State of Utah as follows:

SECTION 1. New Section 10-15-36-D, of the Pleasant Grove Municipal Code is hereby amended to read as follows:

D. Commercial Communications: This subsection shall apply to all commercial and business related use of wireless communication equipment. Commercial antennas, towers, and related equipment shall be allowed in all commercial, industrial, and office zones with conditional use permit approval granted by the planning commission at a public hearing. Installation of commercial communications equipment may be considered in a residential zone through the conditional use permit process, on public property only, or property in conjunction with a quasi-public use, such as a school, church, public park or government building. The following regulations are to be complied with as outlined below:

1. Applicant is to submit a conditional use permit application to the community development department, as outlined in section 10-2-4 of this title.
2. Once the conditional use permit has been approved, the applicant is to submit a building permit to the community development department with the following items:
 - a. Copy of the approved site plan with supporting documents; and
 - b. Manufacturer's specifications for the antenna support structure, including details of footings, guywires, and height.
 - c. A copy of the applicant's license to operate.
3. The following standards shall be required with the installation and use of antennas, dishes, or other related commercial communication equipment mounted on roofs or walls of commercial, office or industrial zones, and on buildings in a residential zone as allowed in this chapter:
 - a. Antennas, dishes, supports, and related equipment shall be mounted inside an enclosed decorative building or made stealth within a steeple, flagpole, utility pole or other stealth structure, unless adequate justification for a wall or roof mount can be provided. Antennas, dishes, supports and related equipment which cannot, because of technological reasons, be wall or roof mounted, mounted on or within an existing utility pole or enclosed within a stealth structure, or on a tower structure. Please see subsection D4c of this section for tower height maximums.
 - b. Roof mounted antennas, dishes, and equipment shall not exceed ten feet (10') above the surface of the roof or the top of the lowest parapet screening wall.

- c. Minimum setback shall be ten feet (10') from the edge of the roof.
 - d. Wall mounted antennas shall not extend more than eighteen inches (18") from the surface of the wall, of the building to which they are mounted. All antennas shall be made stealth so as to be incorporated as part of the building's architecture.
 - e. All ground equipment, associated with commercial antennas, shall be placed within a below grade vault or completely enclosed and screened from view within a six foot (6') solid decorative masonry wall or other suitable fence, to match the architectural theme of the vicinity or adjacent development, as determined by the planning commission or city council. Ground equipment buildings shall not exceed six hundred (600) square feet, nor exceed ten feet (10') in height, and shall be secured. Expansion of the original ground equipment, site area, or enclosures shall require a conditional use permit or a modification of the conditional use permit if one already exists.
4. Communication towers; freestanding poles or lattice towers used for the purpose of facilitating communication equipment shall require conditional use permit approval as outlined in section 10-2-4 of this title, and are subject to the following standards:
- a. Design: Towers shall be composed of nonreflective galvanized steel or powder coated surfaces with unobtrusive colors. All ground equipment, associated with commercial towers, shall be placed within a below grade vault or completely enclosed and screened from view within a six foot (6') solid decorative masonry wall or other suitable fence, to match the architectural theme of the vicinity or adjacent development, as determined by the planning commission or city council. Ground equipment buildings shall not exceed six hundred (600) square feet, nor exceed ten feet (10') in height, and shall be secured.
 - b. Location: Towers are to be located in rear yard areas, and in areas least obtrusive on the public view and neighboring uses; see subsection D4d of this section for setbacks;
 - c. Height: Tower structures shall not exceed one hundred feet (100') in height in all commercial, office and residential zones where allowed. A maximum of one hundred seventy five feet (175') shall be considered in industrial zones.
 - d. Setbacks: Tower structures shall have a minimum twenty five foot (25') setback from an adjacent commercial, office or industrial zone, up to a height of one hundred feet (100'). For industrial zones that allow greater than one hundred feet (100') in height, one additional foot is to be added, to the setback, for each foot above one hundred feet (100'). Tower structures on property adjacent to a residential use shall be subject to the following setbacks:

Tower Height	Distance From Residential Property Line
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70 feet	150 feet
80 feet	175 feet
90 feet	200 feet
100 feet	225 feet

- e. Multiple Users: All towers are to be designed to accommodate three (3) separate users. A letter must also be supplied stating that the owner(s) of the tower will allow for collocation and that the structure has been constructed to allow for this, unless grid documentation is supplied by an independent consultant that collocation will create a hardship. Only one conditional use permit (CUP) approval shall be required, unless the tower or ground equipment is expanded, at which time the existing CUP is to be modified.

(1) Towers with available collocation points located on public property will be required to allow collocation at Pleasant Grove City's request. Failure to respond to a written request from Pleasant Grove City within 30 days of the request may result in revocation of the conditional use permit.

(2) Failure to allow collocation where available may also result in revocation of the conditional use permit.

- f. Security: The city may require the owner of the communications facility to establish a ten thousand dollar (\$10,000.00) cash security fund or provide the city with an irrevocable letter of credit in the same amount to secure the cost of removing the communication equipment.
- g. Letter Of Removal Upon Vacation: The property owner must supply the city with a letter stating that, if technology renders the tower obsolete or the tower is vacated, the owner will remove the tower, all other apparatus associated with it, the top three feet (3') of the footing, and restore the site to its original condition within ninety (90) days of the vacation of the tower.
- h. Separation: Commercial communication towers shall have a minimum separation requirement of one thousand feet (1,000').

(1) Cell tower separation may be reduced to one hundred fifty feet (150') provided it is located on public property and attached to an existing pole or building infrastructure with the ability to accommodate communication equipment.

5. The following are additional standards to be considered with commercial communications:

- a. Collocation of the antennas on other existing structures in the same vicinity, such as other towers, buildings, water towers, utility poles, etc., is possible without significantly impacting antenna transmission or reception of established users or facilities in the area.
- b. Each communication facility shall be considered a separate use; and an annual business license shall be required for each such facility.
- c. The location of any tower will not create a detrimental impact to adjoining properties.
- d. No commercial messages or signage shall be allowed on antenna supports (towers) or equipment, beyond safety warnings, and one identification sign which are not greater than four (4) square feet in size.
- e. Technological justification, when requested, shall be provided by an independent third party wireless communications engineering firm, selected by the city and paid for by the applicant.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 21st day of July 2015.

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, CMC - City Recorder

CITY COUNCIL STAFF REPORT

Meeting Date: July 21, 2015

Item: 10A

**Final Subdivision Called
Majestic Meadows
Commercial Plat C
located at approx. 220
South State Street
Public Hearing**

APPLICANT:

Reed Swenson

ZONE

C-G (General Commercial)

GENERAL PLAN

Commercial Retail

ATTACHMENTS:

- Final 3 Lot Subdivision Called Majestic Meadows Plat C located at approx. 220 South State Street
- Aerial Photo
- Zoning Map

REPORT BY:

- Ken Young, Community Development Director
- Royce Davies, City Planner

BACKGROUND

The applicant requests approval of a 3 lot final subdivision which will allow the addition of two buildings J and K to the Majestic Meadows Development. The project property is located at 220 South State Street in the General Commercial Zone.

ANALYSIS

The final plat submitted by the applicant shows 3 lots of various shapes. There is no minimum lot size or width in the C-G Zone but the lots are required to have 35 feet of frontage on a public street which they all do.

There are no existing buildings on the property and the site plan shows all of the property being modified to accept the proposed structures, landscaping, parking areas, and detention basin. All of these proposals are in accordance with the City Code. The plat also supports commercial buildings which are in accordance with the Retail Sales designation in the General Plan.

Based on analysis of the final plat by Staff, it has been determined that the plat complies with the City Code and meets the intent of the General Plan. Staff recommends approval of this final plat.

RECOMMENDATION

Staff recommends that the City Council approve the proposed Final 3 Lot Subdivision Called Majestic Meadows Plat C located at approx. 220 South State Street, in the General Commercial Zone with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

MODEL MOTIONS

Approval – “I move the City Council approve the proposed Final 3 Lot Subdivision Called Majestic Meadows Plat C located at approx. 220 South State Street, in General Commercial Zone; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

Continue – “I move the City Council continue the review of the proposed Final 3 Lot Subdivision Called Majestic Meadows Plat C located at approx. 220 South State Street, in General Commercial Zone, until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

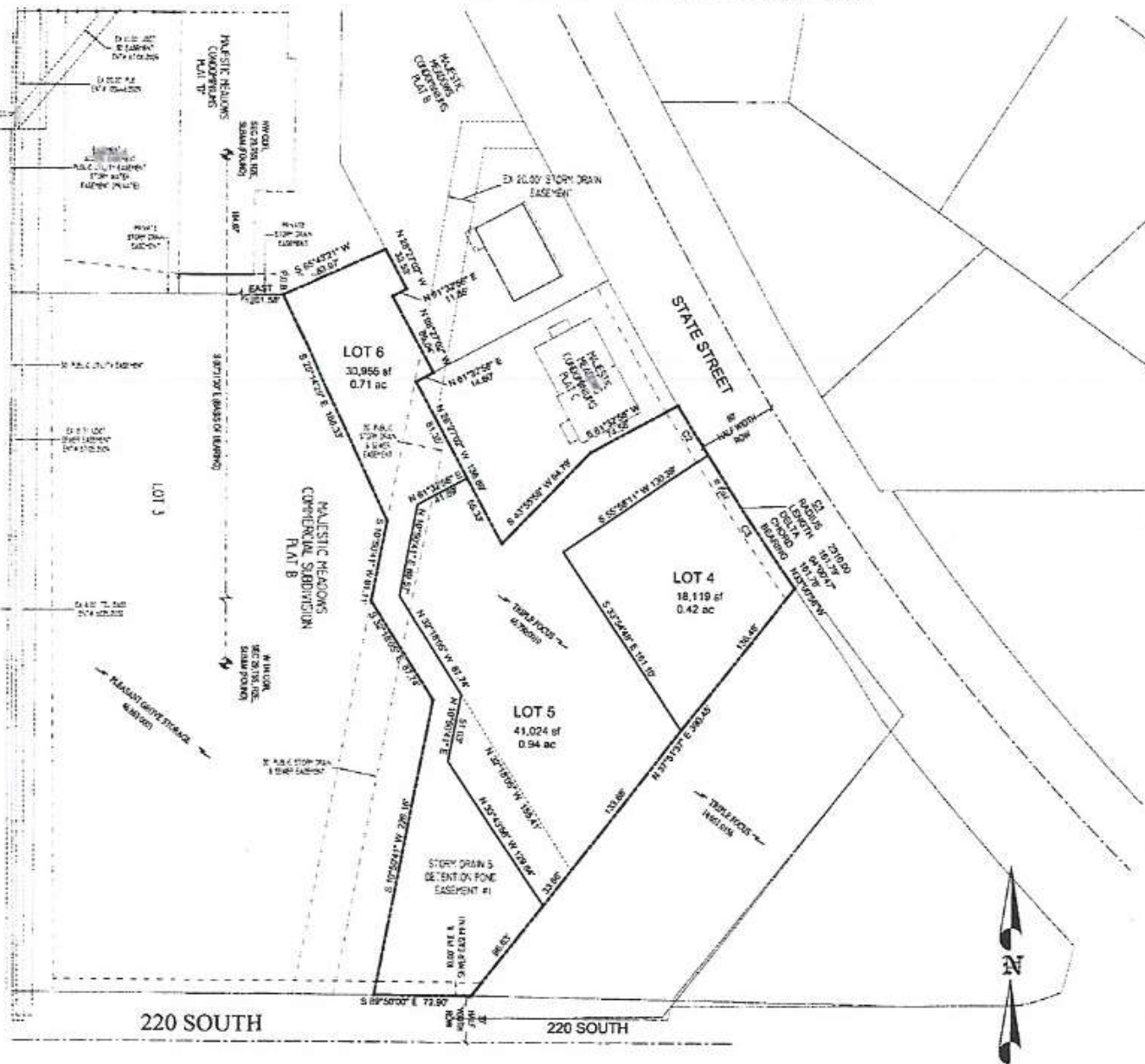
Denial – “I move the City Council deny the proposed Final 3 Lot Subdivision Called Majestic Meadows Plat C located at approx. 220 South State Street, in General Commercial Zone, based on the following findings:”

1. List findings for denial...

**FINAL 3 LOT SUBDIVISION CALLED MAJESTIC MEADOWS PLAT C LOCATED
AT APPROX. 220 SOUTH STATE STREET**

MAJESTIC MEADOWS COMMERCIAL SUBDIVISION - PLAT "C"

LOCATED IN SECTION 29, T5S, R2E, SLB&M
PLEASANT GROVE CITY, UTAH COUNTY, UTAH



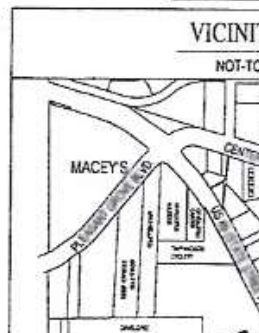
CURVE	RADIUS	LENGTH
C1	2715.00	182.76
C2	2210.00	45.85
C3	2215.00	118.70

WARNING - HIGH CONCENTRATION OF ARSENIC PRESENT IN GROUNDWATER MAY BE HARMFUL TO HUMANS AND ANIMALS. RESISTANCE FROM

PRIVATE
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FACILITIES WITHIN
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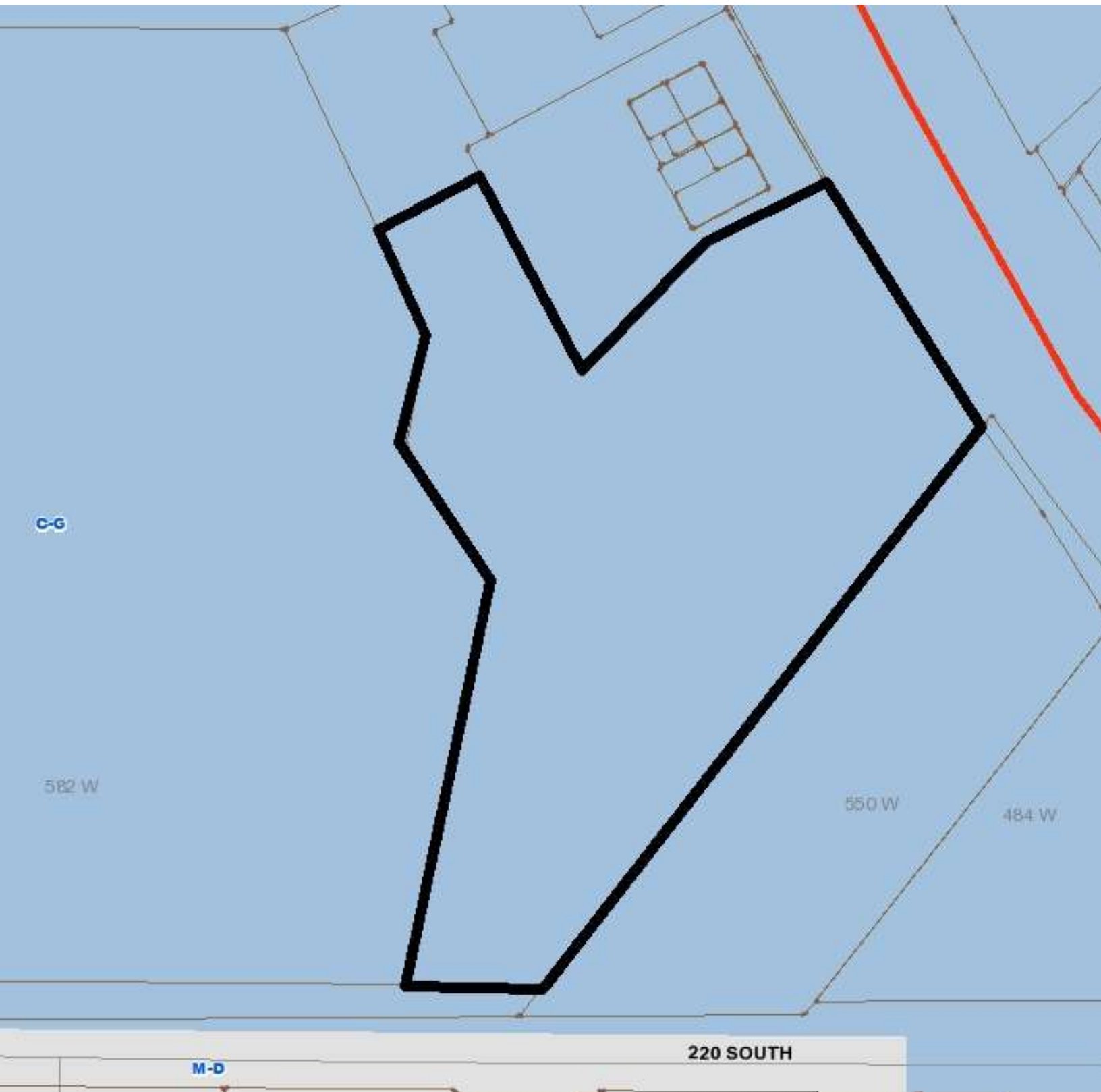
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AERIAL PHOTO



ZONING MAP



CITY COUNCIL STAFF REPORT

Meeting Date: July 21, 2015

Item: 10B

**Final Subdivision called
Garden Grove Plats A
and B located at approx.
8610 North 1300 West.**

Public Hearing

APPLICANT:

Josh Winn with Georgetown
Development

ZONE

The Grove Mixed Housing
Subdistrict

GENERAL PLAN DESIGNATION

The Grove

ATTACHMENTS:

- 39 lot final subdivision called Garden Grove Plat A located at approx. 15 South 1300 West
- Aerial Photo
- Zoning Map

REPORT BY:

- Ken Young, Community Development Director
- Royce Davies, City Planner

BACKGROUND

The applicant requests approval of a 39 lot final subdivision located at 15 South 1300 West in The Grove Mixed Housing Subdistrict.

ANALYSIS

The proposed subdivision is to be located on approx. 4 acres and features a mix of townhouses and single family homes. The plat submitted by the applicant shows the locations of proposed structures with the distance from these structures to adjacent property lines. These structures shall meet the required setbacks for the zone. All existing structures on the property will be removed prior to development.

The project is divided into two subdivision plats called Garden Grove Plat A and Garden Grove Plat B. Plat A will be included in Phase 1 of the project and Plat B will be Phase 2. The project is to be approved with both Plats A and B together in connection with a site plan and phasing plan that will be presented at this meeting.

Any new development containing single family homes in the Mixed Housing Subdistrict are not subject to a minimum lot size. They are regulated by overall project density and setbacks, both of which are met by the lots in this subdivision.

Based on review of the proposed final plat, Staff is satisfied that it meets both the regulations and intent of the City Code. Because of this, Staff recommends approval of the final plat.

RECOMMENDATION

Staff recommends that the City Council recommend that the City Council approve the proposed 39 lot final subdivision called Garden Grove Plat A located at approx. 15 South 1300 West, in The Grove Mixed Housing Subdistrict with the following conditions:

1. All Final Planning, Engineering, and Fire Department requirements are met.

MODEL MOTIONS

Approval – “I move the City Council approve the proposed 39 lot final subdivision called Garden Grove Plat A located at approx. 15 South 1300 West, in The Grove Mixed Housing Subdistrict; and adopting the exhibits, conditions and findings of the staff report, and as modified by the conditions below:

1. List any additional conditions....

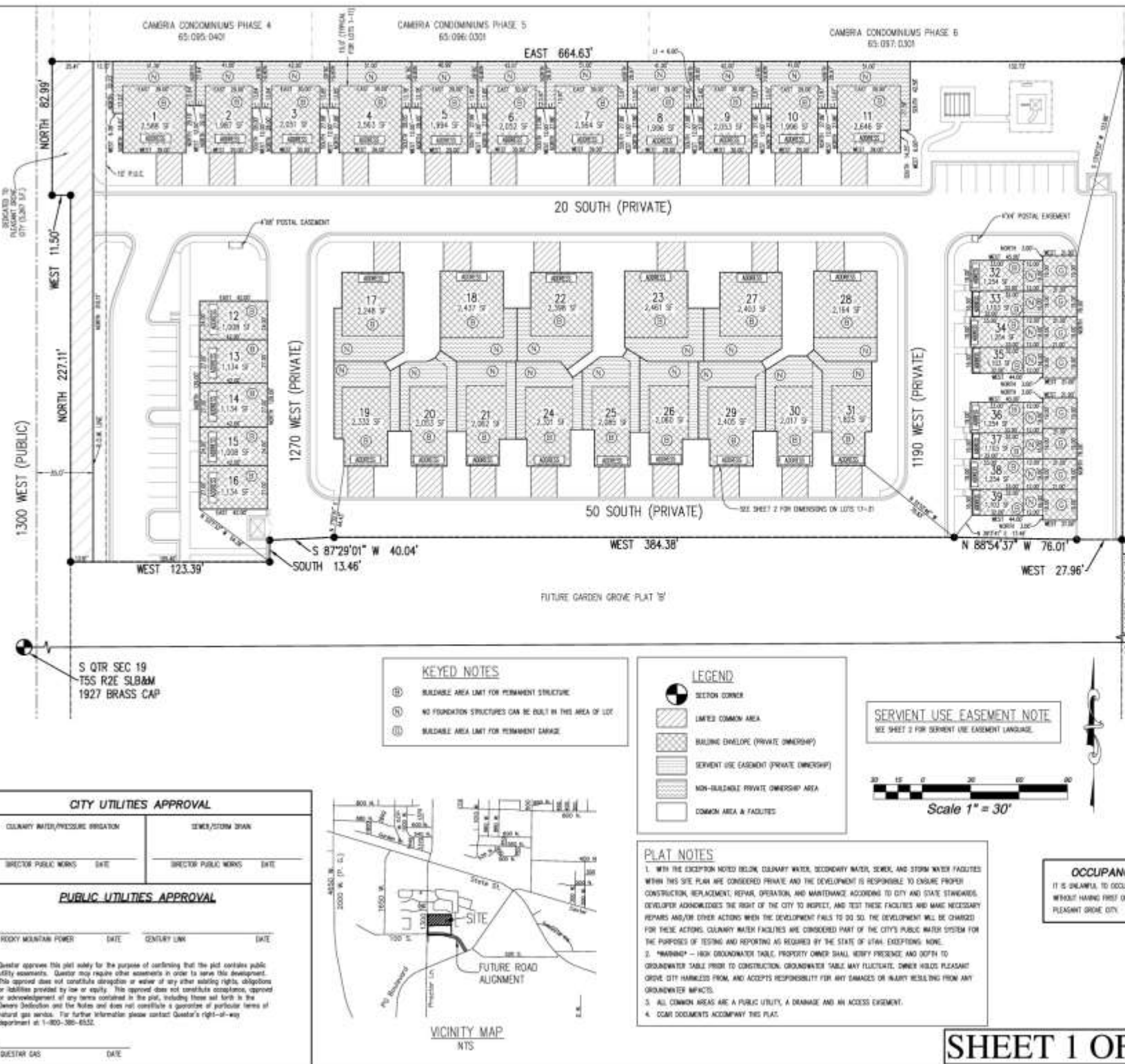
Continue – “I move the City Council continue the review of the proposed 39 lot final subdivision called Garden Grove Plat A located at approx. 15 South 1300 West, in The Grove Mixed Housing Subdistrict, until (give date), based on the following findings:”

1. List reasons for tabling the item, and what is to be accomplished prior to the next meeting date...

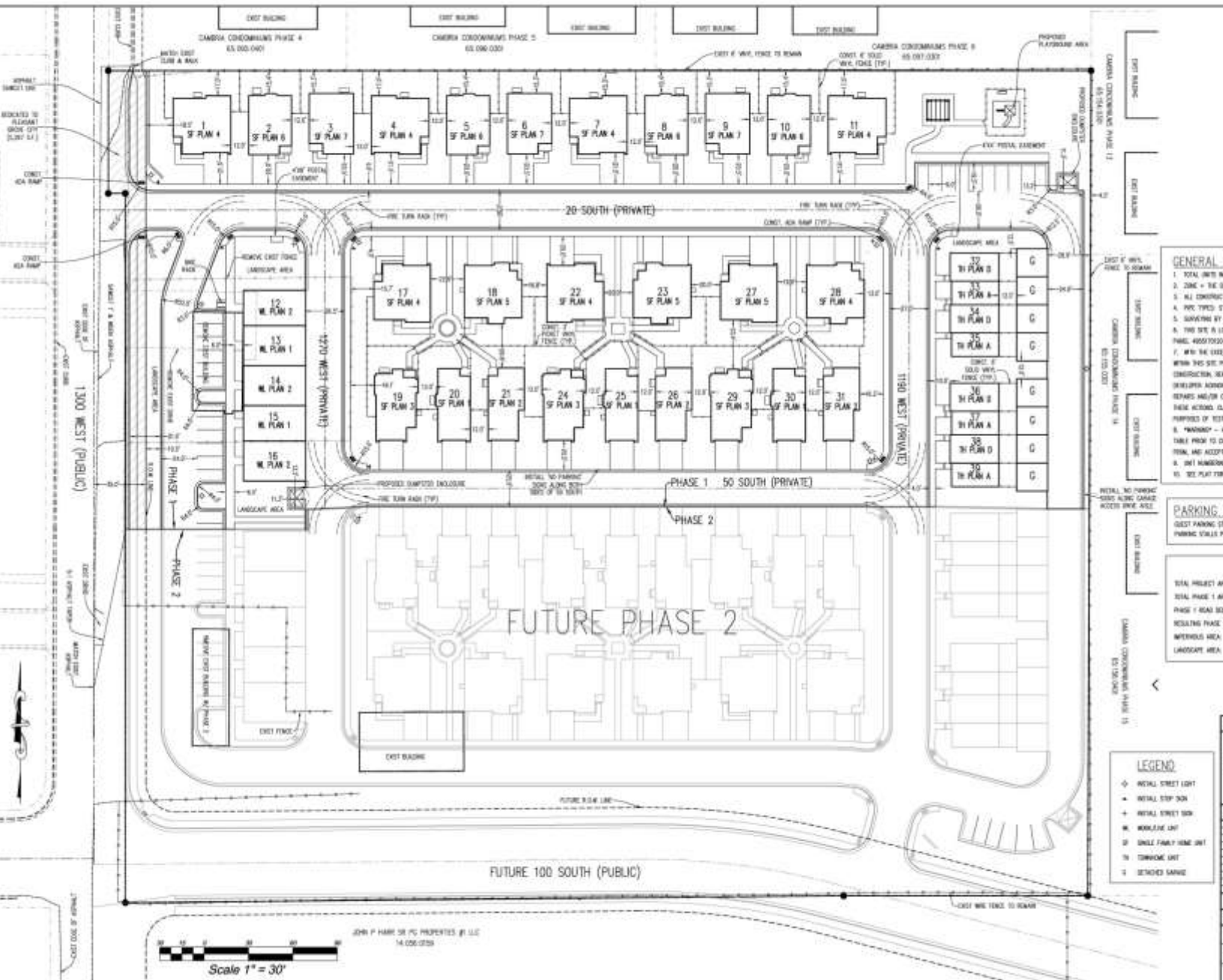
Denial – “I move the City Council deny the proposed 39 lot final subdivision called Garden Grove Plat A located at approx. 15 South 1300 West, in The Grove Mixed Housing Subdistrict, based on the following findings:”

1. List findings for denial...

39 LOT FINAL SUBDIVISION CALLED GARDEN GROVE PLAT A LOCATED AT APPROX. 15 SOUTH 1300 WEST



PHASING PLAN



AERIAL PHOTO



ZONING MAP



POLL WORKER LIST 2015 PRIMARY ELECTIONS
CITY COUNCIL APPOINTMENT

EARLY VOTING

Michael Glenn – Manage/TST
Libby Flegal
Colleen Larsen

City Hall
(70 S 100 E)

Alternate for Early Voting

Donna Webster – Primary
Sheryl Voorhees – General

Consolidated Precincts - PG01, PG01:UN, PG01S, PG11 and PG14: **Manila Elementary**

Nicole Sterling - Manager
Janeen Fluckiger -TST
Sheryl Flanary- PW
Joyce Boren - PW

(1726 N 600 W)

Consolidated Precincts - PG 02

Barbara Unice - Manager
Michael Glenn - TST
Irene Jenkins- PW
Terry Jenkins - PW

Mt. Mahogany Elementary
(618 N 1300 W)

Consolidated Precincts - PG08 and PG08:UN:

Suzanne Wilson – Manager
Jeannine Cartwright - TST
Rayanne Melick– PW
Linda Neilson – PW

Sportsman/Lion Center
(600 E Center St)

Consolidated Precincts – PG05, PG05S, PG10, PG10:UN

Libby Flegal - Manager
Elizabeth Teerlink - TST
Sheryl Voorhees– PW
Kathy Rhoades - PW

PG Recreation Center
(547 S Locust Ave)

Consolidated Precincts - PG04 and PG06

Susan Green– Manger
Lisa Anderson –TST
Ron Houston – PW
Lori Houston - PW

Valley View Elementary
(941 Orchard Dr)

Consolidated Precincts – PG03, PG07 and PG13:

Camille Hadley – Manager
Steve Hadley – TST
Max Garrett – PW
Karen Susov - PW

P.G. Jr. High School
(810 N 100 E)

Consolidated Precincts - PG09 and PG12:

Garry Guymon – Manager

Matt Johnson –TST

Donna Webster - PW

Robert Webster - PW

**Grovecrest Elementary
(200 E 1000 N)**

ALTERNATES:

Denise Baker –PW– General

Danelle Dickerson – Manger – General

Rover: Sally Gross

Options for Funding Sewer on 4000 North

Costs to be paid by residents regardless of the following proposals:

TSSD Impact Fee- \$2,475

Pleasant Grove City Impact Fee- \$1,034

Lateral from house to sewer main- Estimated between \$5,000-\$12,000

All residential monthly costs are based on: (Attached is the full summary)

14 connections

20 year payback

3% interest

Option 1- Residents Proposal

This proposal was given to the City by the residents that live on 4000 North. In their proposal they stated that they feel they should have some level of participation and this is what they proposed.

Percent Paid by Residents

10%

Percent Paid by City

90%

Total Cost to Residents

\$38,293

Total Cost to City

\$344,640

Monthly Cost to Residents

\$15.17

Option 2- Residents pay the 1998 cost of the sewer line

This proposal takes the original cost estimate (1998) to put the sewer line in and charges the residents the full cost at that time. That cost was \$62,598.

Percent Paid by Residents

16.3%

Percent Paid by City

83.7%

Total Cost to Residents

\$62,598

Total Cost to City

\$320,336

Monthly Cost to Residents

\$24.72

Option 3- City pays original price committed to Cedar Hills

This proposal would take the original dollar amount the PG City offered to Cedar Hills to use their line in the City's 2011 proposal to Cedar Hills. The residents then would pay the remainder of the balance. That price was \$164,406.

Percent Paid by Residents
57.1%

Percent Paid by City
42.9%

Total Cost to Residents
\$218,655

Total Cost to City
\$164,278

Monthly Cost to Residents
\$86.62

Other numbers for your information:

City Pays 100%

Percent Paid by Residents
0%

Percent Paid by City
100%

Total Cost to Residents
\$0

Total Cost to City
\$382,934

Monthly Cost to Residents
\$0

Residents Pay 100%

Percent Paid by Residents
100%

Percent Paid by City
0%

Total Cost to Residents
\$382,934

Total Cost to City
\$0

Monthly Cost to Residents
\$151.70

Resident and City each pay 50%

Percent Paid by Residents
50%

Percent Paid by City
50%

Total Cost to Residents
\$191,467

Total Cost to City
\$191,467

Monthly Cost to Residents
\$75.85

Pleasant Grove City

4000 No Sewer Line Cost Estimates

Engineers estimate for sewer line	382,934
Estimated Cost for Lateral	\$10K per home
Total Project Costs	382,934

	Main Line	Lateral Costs
		\$10,000
Total monthly cost to property owner - 100%	\$ 151.70	\$ 55.46
Total monthly cost to property owner - 90%	\$ 136.53	\$ 55.46
Total monthly cost to property owner - 80%	\$ 121.36	\$ 55.46
Total monthly cost to property owner - 70%	\$ 106.19	\$ 55.46
Total monthly cost to property owner - 60%	\$ 91.02	\$ 55.46
Total monthly cost to property owner - 50%	\$ 75.85	\$ 55.46
Total monthly cost to property owner - 40%	\$ 60.68	\$ 55.46
Total monthly cost to property owner - 30%	\$ 45.51	\$ 55.46
Total monthly cost to property owner - 20%	\$ 30.34	\$ 55.46
Total monthly cost to property owner - 10%	\$ 15.17	\$ 55.46

Interest Rate	3.00%
Total number of connections	14

Additional Costs

TSSD Impact Fee	\$ 2,475
PG City Impact Fee	\$ 1,034



NOTICE OF PUBLIC MEETING OF THE PLEASANT GROVE CITY COUNCIL

Notice is hereby given that the Pleasant Grove City Council will hold a meeting at **6:00 p.m. on Tuesday July 28, 2015** in the City Council Chambers 86 East 100 South Pleasant Grove, Utah. This is a public meeting and anyone interested is invited to attend.

AGENDA

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. OPENING REMARKS**
- 4. APPROVAL OF MEETING'S AGENDA**
- 5. OPEN SESSION**
- 6. CONSENT ITEMS:** (Consent items are only those which have been discussed beforehand, are non-controversial and do not require further discussion)
 - a.** City Council Meeting Minutes:
City Council Minutes for the June 30, 2015 meeting.
 - b.** To consider approval of paid vouchers for July 23, 2015.

PLEASE NOTE: THE ORDER OF THE FOLLOWING ITEMS MAY BE SUBJECT TO CHANGE.

- 7. BOARD, COMMISSION, COMMITTEE APPOINTMENTS:**
- 8. PRESENTATIONS:**
 - A.** Judge Bullock to address the Council regarding a full-time prosecutor position.
- 9. ACTION ITEMS WITH PUBLIC DISCUSSION:**
 - A. Public Hearing** to consider adoption of proposed Impact Fee Facilities Plan and proposed Impact Fee Ordinance and to adopt, enact, or modify: Impact Fees Facility Plan, Written Impact Fee Analysis and Impact Fee Enactments for Storm Drain; and provide for an effective date. Copies of the plan will be available for review at City Hall, 70 S 100 E, Community Development, 86 E 100 S and Library, 30 E Center during regular business hours. *Presenter: Director Lundell and Matt Millis, Zions Bank*
 - B. Continued Public hearing** to consider for adoption an Ordinance **(2015-28)** amending the Pleasant Grove City Code Section 10-9A-8-E: Yard Requirements in the R-R (Rural

Residential) Zone, reducing the required side yard setback for accessory structures to 3 feet. (David MacDonald, Applicant) *Presenter: Director Young* **Continued from the July 21, 2015 meeting.**

- C. Continued Public Hearing** to consider for adoption an Ordinance (2015-23) to rezone one acre of land from The Grove Zone, Commercial Sales Subdistrict to The Grove Zone, Mixed Housing Subdistrict on property located at approx. 100 South 1300 West in The Grove zone, Commercial Sales Subdistrict. **(SAM WHITE'S LANE NEIGHBORHOOD)** (Applicant John Harr) *Presenter: Director Young* **Continued from the July 21, 2015 meeting.**

10. ACTION ITEMS READY FOR VOTE:

- A. Continued Public Hearing** to consider an Ordinance (2015-22) amending the compensation schedule for the Elected Officers, Statutory Officers, and Appointed Officers of Pleasant Grove City and providing for an effective date. **(CITY WIDE IMPACT)** *Presenter: Administrator Darrington* **Continued from the July 7, 2015 meeting.**
- B.** To consider for adoption a Resolution (2015-027) indicating the intent of the City Council of Pleasant Grove, Utah, to adjust the common boundary with the City of Cedar Hills, Utah; authorizing a public hearing thereon and providing for notice of said hearing. Applicants: Scott and Gina Day 4495 North 900 West and Brent and Neva Wilson 4547 North 900 West; and providing for an effective date. *Presenter: Attorney Petersen*

11. ITEMS FOR DISCUSSION – NO ACTION: (Public Comment allowed if needed)

12. DISCUSSION ITEMS FOR THE AUGUST 4, 2015 CITY COUNCIL MEETING.

13. NEIGHBORHOOD AND STAFF BUSINESS.

14. MAYOR AND COUNCIL BUSINESS.

15. SIGNING OF PLATS.

16. REVIEW CALENDAR.

17. ADJOURN.

CERTIFICATE OF POSTING:

I certify that the above notice and agenda was posted in three public places within Pleasant Grove City limits and on the State (<http://pmn.utah.gov>) and City (www.plgrove.org) websites.

Posted by: /s/ Kathy T. Kresser, City Recorder

Date: July 23, 2015

Time: 5:00 p.m.

Place: City Hall, Library and Community Development Building.

Public Hearing Notice was published in the Daily Herald on July 17, 2015.

Supporting documents can be found online at: <http://www.plgrove.org/pleasant-grove-information-25006/staff-reports-78235>

*Note: If you are planning to attend this public meeting and due to a disability, need assistance in understanding or participating in the meeting, please notify the City Recorder, 801-785-5045, forty-eight hours in advance of the meeting and we will try to provide whatever assistance may be required.

DRAFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
<div>JULY 2015</div>			1 Curbside Recycle Pickup Day South Route	2	3 Independence Day Observance City Offices are Closed	4 Independence Day Fireworks at the Jr. High 
5	6 	7 City Council Meeting 6:00 p.m.	8 Curbside Recycle Pickup Day North Route	9 Planning Commission Meeting 7:00 p.m.	10	11
12 	13	14 City Council Meeting 6:00 p.m.	15 Curbside Recycle Pickup Day South Route	16 Historical Preservation Committee Meeting 7:00 p.m.	17	18
19	20	21 City Council Meeting 6:00 p.m.	22 Curbside Recycle Pickup Day North Route	23 Planning Commission Meeting 7:00 p.m.	24 Pioneer Day City Offices are closed 	25
26	27	28 City Council Meeting 6:00 p.m.	29 	30 	31 	
<div>Early Voting Begins at City Hall</div>						

Department Staff Meetings

Administrative Services: 1st and 3rd Wed at 9:00 a.m.

Community Development: Wednesdays at 7:30 a.m.

Department Heads: Tuesday at 2:00 p.m.

Fire/EMS: 1st Wednesday of the month at 7:00 a.m.

Library: 1st Friday of the month

Parks: Tuesday at 7:00 a.m. - Recreation: Monday at 4:00 p.m.

Public Safety: 1st Friday of the month at 7:00 a.m.

Public Works: Wednesdays at 6:30 a.m.

RESOLUTION NO. 2015-026

A RESOLUTION OF THE GOVERNING BODY OF PLEASANT GROVE CITY AUTHORIZING THE MAYOR TO ENTER INTO A LEASE- PURCHASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH, FOR THE PURPOSE OF ACQUIRING 6 PUBLIC SAFETY VEHICLES AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.

WHEREAS, Pleasant Grove City is a political subdivision of the State of Utah (the “State”) and is duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, pursuant to applicable law, the governing body of Pleasant Grove City (“Governing Body”) is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of Pleasant Grove City; and

WHEREAS, the governing body of Pleasant Grove City (“Lessee”) desires to obtain 6 Police vehicles through the execution of a lease-purchase agreement with Zions First National Bank (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee proposes to enter into the Lease with Lessor substantially in the form presented in this meeting; and

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreement (“Lease”) for the purpose of acquiring six (6) vehicles to be used as public safety vehicles in the police department and to be more particularly described in the Lease is appropriate and necessary to the functions and operation of Pleasant Grove City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of Pleasant Grove City, Utah County, State of Utah, as follows:

SECTION 1. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The Mayor of the Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by

such execution and delivery of the Lease. The Recorder of the Lessee and any other officer of Lessee who shall have power to do so and each of them hereby is, authorized to affix the official seal of Lessee to the Lease and attest the same.

SECTION 2. It is here by found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

SECTION 3. Pleasant Grove City's obligation under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and Pleasant Grove City obligations under the Leases shall not constitute general obligations of Pleasant Grove City or indebtedness under the Constitution or laws of the State.

SECTION 4. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.

SECTION 5 This Resolution shall take effect immediately upon its adoption and approval.

The undersigned Recorder/Clerk of Pleasant Grove City hereby certifies and attests that the undersigned has access to the official records of the Governing Body of Pleasant Grove City, that the foregoing Resolutions were duly adopted by said Governing Body of Pleasant Grove City at a meeting of said Governing Body and that such Resolutions have not been amended or altered and are in full force and effected on the date stated below.

PASSED AND ADOPTED BY THE CITY COUNCIL OF PLEASANT GROVE, UTAH, this 21st day of July, 2015

Michael W. Daniels, Mayor

ATTEST:

Kathy T. Kresser, CMC
City Recorder



July 15, 2015

Dean Lundell
Pleasant Grove City
70 South 100 East
Pleasant Grove, UT 84062

Re: \$233,970.47, Equipment Lease Purchase Dated July 28, 2015

Dear Dean:

Enclosed please find attached an electronic copy of the above referenced lease. Please print TWO copies (single sided) for signature. As discussed, we have prepared the documents assuming that the City will approve the specifics of the lease at its next regularly scheduled meeting on Tuesday, July 21, 2015.

If all of the enclosures are acceptable, please place this item on the agenda and have the appropriate individuals sign TWO copies of the lease and 8038-G. Please return *both* completed copies to us as soon as possible in order for us to fund and close the lease on Tuesday, July 28, 2015.

In addition to the signed copies of the lease and pursuant to Section 1.1 of the documents, I have also enclosed a lease requirement checklist with a listing of items that must be received prior to funding.

In order for us to perfect our security interest in the equipment it is necessary for Zions First National Bank to be shown as first lien holder on the title to any vehicles being acquired. Please arrange for the titles to be sent to our office as soon as possible.

Please let me know if you have any questions on the documents or need further assistance. As always, it is a pleasure working with you.

Sincerely,

Johnathan Ward

Johnathan Ward
Vice President

JW/vc

LEASE PURCHASE AGREEMENT

This equipment lease (the "Lease") dated as of July 28, 2015, by and between Zions First National Bank, One South Main Street, Salt Lake City, Utah 84111 ("Lessor"), and Pleasant Grove City, Utah ("Lessee") a body corporate and politic existing under the laws of the State of Utah. This Lease includes all Exhibits hereto, which are hereby specifically incorporated herein by reference and made a part hereof.

Now therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I Lease Of Equipment

Section 1.1 *Agreement to Lease*. Lessor hereby demises, leases, and lets to Lessee and Lessee rents, leases and hires from Lessor, the "Equipment" (as hereinafter defined), to have and to hold for the term of this Lease; provided, however, that the obligation of Lessor to lease any item of the Equipment and to make payment to the Vendor therefor is subject to the condition precedent that Lessee shall provide the following at its cost, in form and substance satisfactory to Lessor:

- (i) Evidence satisfactory to Lessor as to due compliance with the insurance provisions of Section 10.2 hereof;
- (ii) Invoice of the Vendor of such item of Equipment; and
- (iii) Delivery And Acceptance Certificate in the form attached hereto as Exhibit "E" executed by Lessee acknowledging delivery to and acceptance by Lessee of such item of Equipment.

Section 1.2 *Title*. During the term of this Lease, title to the Equipment will be transferred to, and held in the name of, Lessee, subject to retransfer to Lessor as provided in Section 3.4. Upon termination of this Lease as provided in Sections 3.3 (a) or 3.3 (c), title to the Equipment will transfer automatically to Lessor without the need for any further action on the part of Lessor, Lessee, or any other person, provided that if any action is so required, Lessee by this Lease appoints Lessor its irrevocable attorney in fact to take any action to so transfer title to the Equipment to Lessor. Lessor at all times will have access to the Equipment for the purpose of inspection, alteration, and repair.

Section 1.3 *Security*. To secure the payment of all of Lessee's obligations to Lessor under this Lease, Lessee grants to Lessor a security interest in the Equipment and in all additions, attachments, accessions, and substitutions to or for the Equipment. The security interest granted herein includes proceeds. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or advisable to establish and maintain its security interest in the

Equipment. Lessor understands and agrees that the security interest granted in this Section shall be subject and subordinate to presently existing security interests and/or purchase money security interests in miscellaneous equipment which may be installed in accordance with the provisions of Section 9.3.

ARTICLE II

Definitions

The terms defined in this Article II shall, for purposes of this Lease, have the meaning herein specified unless the context clearly otherwise requires:

“Business Day” shall mean any day except Saturday, Sunday and legal holidays on which banks in the State of Utah are closed.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” shall mean the date when the term of this Lease begins and Lessee’s obligation to pay rent accrues, as set forth in Section 3.1.

“Equipment” shall mean the property which Lessor is leasing to Lessee referred to in Section 1.1 and more fully described in Exhibit “A.”

“Lessee” shall mean Pleasant Grove City, Utah.

“Lessor” shall mean Zions First National Bank, Salt Lake City, Utah, its successors and assigns.

“Option Purchase Price” shall mean the amount which Lessee must pay Lessor to purchase the Equipment, as determined by Article V.

“Original Term” shall mean the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date, as set forth in Section 3.2.

“Principal Outstanding” means the remaining unpaid principal outstanding under this Lease as specified on Exhibit “C” attached hereto.

“Renewal Terms” shall mean all of the additional periods of one year (coextensive with Lessee’s fiscal year) for which this Lease shall be effective in the absence of a termination of the Lease as provided in Article III.

“Rental Payment Date” means the dates upon which Rental Payments are to be made by the Lessee to the Lessor hereunder as specified on Exhibit “C” attached hereto.

“Rental Payments” means the rental payments payable by Lessee pursuant to the provisions of this Lease during the Term hereof.

“Term” or “Term of this Lease” shall mean the Original Term and all Renewal Terms provided for in this Lease under Section 3.2.

“Vendor” shall mean the manufacturer of the Equipment and the manufacturer’s agent or dealer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease Term

Section 3.1 *Commencement*. The Term of this Lease shall commence as of:

_____ the date this Lease is executed.

_____ days after the receipt, installation, and operation of the Equipment, and its acceptance by Lessee, as indicated by an acceptance certificate signed by Lessee.

_____ the date the Vendor receives full payment for the Equipment from Lessor.

 X July 28, 2015.

Such date will be referred to as the Commencement Date.

Section 3.2 *Duration of Lease: Nonappropriation*. This Lease will continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the “Original Term”). Thereafter, this Lease will be automatically extended for five (5) successive additional periods of one year coextensive with Lessee’s fiscal year (each, a “Renewal Term”), unless this Lease is terminated as hereinafter provided.

The parties understand that as long as Lessee has sufficient appropriated funds to make the Rental Payments hereunder, Lessee will keep this Lease in effect through all Renewal Terms and make all payments required herein or Lessee will exercise its option under Article V to purchase the Equipment. Lessee hereby declares that, as of the date of the execution of this Lease, Lessee currently has an essential need for the Leased Equipment which is the subject of this Lease to carry out and give effect to the public purposes of Lessee. Lessee reasonably believes that it will have a need for the Equipment for the duration of the Original Term and all Renewal Terms. If Lessee does not appropriate funds to continue the leasing of the Equipment for any ensuing Renewal Term, this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Lessor of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect; provided, however, that a failure to give such written notice shall not constitute an event of default, result in any liability on the part of the Lessee or otherwise affect the termination of this Lease as set forth hereinabove.

Section 3.3 *Termination*. This Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of this Lease and the failure of Lessee to appropriate funds to continue the leasing of the Equipment for the ensuing Renewal Term;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Equipment;
- (c) a default by Lessee and Lessor's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Term of this Lease.

Section 3.4 *Return of Equipment Upon Termination*. Upon termination of this Lease pursuant to Sections 3.3 (a) or 3.3 (c), Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 9.2 hereof in the following manner as may be specified by Lessor:

- (a) By delivering the Equipment to Lessor at Lessee's principal place of business; or
- (b) By loading the Equipment at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the destination designated by Lessor.

Lessee shall obtain all governmental authorizations to permit return of the Equipment to Lessor and Lessee shall pay to Lessor such sum as may be necessary to cover replacement of all broken or missing parts.

ARTICLE IV

Rental Payments

Section 4.1 *Amount*. Lessee will pay Lessor as rent for the use of the Equipment during the Original Term and any Renewal Terms on the dates and in the amounts set forth in Exhibit "C" attached hereto. All Rental Payments shall be paid, exclusively from legally available funds, in lawful money of the United States of America to Lessor at or to such other person or entity or at such other place as Lessor may from time to time designate by written notice to Lessee.

Section 4.2 *Portion of Rental Payments Attributable to Interest*. The portion of each Rental Payment which is paid as and is representative of interest is set forth in Exhibit "C" attached hereto.

Section 4.3 *No Right to Withhold*. Notwithstanding any dispute between Lessee, Lessor, Vendor or any other party, Lessee will make all Rental Payments when due, without withholding any portion of such rent, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

Section 4.4 *Rental Payments to Constitute a Current Obligation of the Lessee*. The Lessee and the Lessor acknowledge and agree that the obligation of the Lessee to pay Rental Payments hereunder constitutes a current obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any provision of Sections 10–8–6 or 11–1–1 through 11–1–2, Utah Code Annotated 1953, as amended, or Section 3, 4, or 5 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the credit of the Lessee to the payment of the Rental Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Rental Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

ARTICLE V

Purchase Of Equipment

Section 5.1 *Option Purchase Price*. On any Business Day on or after July 28, 2015, Lessee may purchase the Equipment from Lessor at a price equal to the principal amount outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such date is a Rental Payment Date, in which case, the principal amount outstanding as of such date), plus accrued interest from such Rental Payment Date to such date of calculation at the rate of interest per annum in effect for the period during which the calculation is made, as set forth in Exhibit “C.”

Section 5.2 *Manner of Exercise of Option*. To exercise the option, Lessee must deliver to Lessor written notice specifying the date on which the Equipment is to be purchased (the “Closing Date”), which notice must be delivered to Lessor at least thirty (30) days prior to the Closing Date specified therein. At the closing, Lessor will deliver to Lessee a bill of sale transferring the Equipment to Lessee free and clear of any lien or encumbrance created by or arising through Lessor, but without warranties, and will deliver all warranties and guarantees of Vendors of the Equipment.

Section 5.3 *Conditions of Exercise of Option*. Lessee may purchase the Equipment pursuant to the option granted by this Lease only if Lessee has made all Rent Payments when due (or has remedied any defaults in the payment of rent, in accordance with the provisions of this Lease) and if all other representations, covenants, warranties, and obligations of Lessee under this Lease have been satisfied (or all breaches of the same have been waived by Lessor in writing).

Section 5.4 *Termination Purchase*. Upon the expiration of the Term of the Lease and provided that the conditions of Section 5.3 have been satisfied, Lessee shall be deemed to have purchased the Equipment (without the payment of additional sums) and shall be vested with all rights and title to the Equipment. Lessor agrees that upon the occurrence of the events as provided in this Section, it shall deliver to Lessee the documents specified in Section 5.2, and shall comply with the provisions of Section 5.2 relating to termination upon exercise of the option to purchase.

ARTICLE VI

Representations, Covenants, And Warranties Of Lessee And Lessor

Section 6.1 *Representations, Covenants and Warranties of Lessee.* Lessee represents, covenants, and warrants as follows:

- (a) Lessee is a body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah.
- (b) Lessee is authorized by the Constitution and laws of the State of Utah to enter into this Lease and to effect all of Lessee's obligations hereunder. The governing body of Lessee has executed the resolution attached as Exhibit "B" to this Lease which specifically authorizes Lessee to execute and deliver this Lease.
- (c) All procedures and requirements, including any legal bidding requirements, have been met by Lessee prior to the execution of this Lease in order to insure the enforceability of this Lease and all rent and other payment obligations will be paid out of funds legally available for such purpose.
- (d) The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of this Lease was authorized, as evidenced by the certificate of open meeting law attached to the Resolution of Governing Body which is attached hereto as Exhibit "B."
- (e) The letter attached to this Lease as Exhibit "D" is a true opinion of Lessee's counsel.
- (f) Lessee will use and service the Equipment in accordance with Vendor's instructions and in such a manner as to preserve all warranties and guarantees with respect to the Equipment.
- (g) During the term of this Lease, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- (h) The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.
- (i) The Equipment shall be used solely by Lessee and shall not be subject to any direct or indirect private business use.
- (j) Lessee covenants and certifies to and for the benefit of Lessor throughout the term of this Lease that:

- (1) No use will be made of the proceeds of this Lease, or any funds or accounts of Lessee which may be deemed to be proceeds of this Lease, which use, if it had been reasonably expected on the date of execution of this Lease, would have caused this Lease to be classified as an “arbitrage bond” within the meaning of Section 148 of the Code;
 - (2) Lessee will at all times comply with the rebate requirements of Section 148(f), to the extent applicable;
 - (3) in order to preserve the status of this Lease as other than a “private activity bond” as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease is outstanding: (I) none of the proceeds of this Lease or the Equipment financed therewith shall be used for any “private business use” as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code; and (II) no part of this Lease shall be secured in whole or in part, directly or indirectly, by any interest in any equipment used in any such “private business use” or by payments in respect of such equipment, and shall not be derived from payments in respect of such equipment;
 - (4) it will not take any action or omit to take any action such that would cause interest on this Lease to become ineligible for the exclusion from gross income of Lessor as provided in Section 103 of the Code.
- (k) The obligations of Lessee under this lease are not federally guaranteed within the meaning of Section 149(b) of the Code.
- (l) This Lease is being executed for the purpose of acquiring the Equipment and is not being issued to refund or refinance any outstanding obligation of Lessee, nor to reimburse Lessee for any expenditures made prior to sixty (60) days before the date the Governing Body (as defined in the Resolution of the Governing Body attached hereto) of the Lessee adopted the Resolution of the Governing Body attached hereto.
- (m) In compliance with Section 149 (e) of the Code relating to information reporting, Lessee has caused or will cause to be filed with the Internal Revenue Service, IRS form 8038-G or 8038-GC, as appropriate.
- (n) Lessee has selected the Equipment and desires to lease the Equipment for use in the performance of its governmental or proprietary functions. Lessor, at Lessee’s request, has ordered or shall order the Equipment and shall lease the same to Lessee as herein provided, Lessor’s only role being the facilitation of the financing of the Equipment for the Lessee. Lessor will not be liable for specific performance or for damages if the supplier or manufacturer of the Equipment for any reason fails to fill, or delays in filling, the order for the Equipment. Lessee acknowledges that Lessor is not a manufacturer of or a dealer in the Equipment (or similar equipment) and does not inspect the Equipment prior to delivery to Lessee. Lessee agrees to accept the Equipment and authorizes Lessor to add the serial number of the Equipment to Exhibit “A.” Lessor shall have no obligation to install, erect, test, inspect, or service the Equipment. *For purpose of this Lease and of any purchase of the Equipment*

effected under this Lease, Lessor expressly disclaims any warranty with respect to the condition, quality, durability, suitability, merchantability or fitness for a particular purpose of the Equipment in any respect, and any other representation, warranty, or covenant, express or implied. Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by any inadequacy, deficiency, or defect in the equipment, or by any use of the equipment, whatsoever. Lessor assigns to Lessee, without recourse, for the Term of this Lease all manufacturer warranties and guarantees, express or implied, pertinent to the Equipment, and Lessor directs Lessee to obtain the customary services furnished in connection with such guarantees and warranties at Lessee's expense, subject to Lessee's obligation to reassign to Lessor all such warranties and guarantees upon Lessor's repossession of the Equipment.

- (o) During the term of this Lease, Lessee covenants and agrees (1) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of Lessee in accordance with applicable law an item for expenditure of an amount necessary to pay the Rental Payments for the Equipment during the next succeeding Renewal Term, and (2) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Rental Payments.
- (p) There are no legal or governmental proceedings or litigation pending or, to the best knowledge of Lessee, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of this Lease
- (q) Lessee has never non-appropriated or defaulted under any of its payment or performance covenants, either under any municipal lease of the same general nature as this Lease or under any of its bonds, notes or other debt obligations for which its general credit or revenues are pledged.

Section 6.2 *Representations, Covenants and Warranties of Lessor.* Lessor represents, covenants, and warrants as follows:

- (a) During the term of this Lease, Lessor will provide Lessee with quiet use and enjoyment of the Equipment, without suit, trouble, or hindrance from Lessor, except upon default by Lessee as set forth in this Lease.
- (b) Lessor has not caused to be created any lien or encumbrance on the Equipment except the security interest provided in Section 1.3 of this Lease.

ARTICLE VII

Events Of Default And Remedies

Section 7.1 *Events of Default Defined*. The following shall be “events of default” under this Lease and the terms, “event of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 7.1 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section 7.1 are subject to (i) the provisions of Section 3.2 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV hereof, Lessee shall not be deemed in default during the continuance of such inability. The term “*force majeure*” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms, droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

Section 7.2 *Remedies on Default*. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) With or without terminating this Lease, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, holding Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the purchase price, rent or other amounts paid by a purchaser, lessee or sublessee of the Equipment pursuant to such sale, lease or sublease; and

- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 7.3 *No Remedy Exclusive*. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.4 *Waiver of Certain Damages*. With respect to all of the remedies of Section 7.2 above, Lessee expressly waives any damages occasioned by Lessor's repossession of the Equipment.

ARTICLE VIII

Payment Of Taxes, Fees, Permits, And Utility Services

Section 8.1 *Interpretation*. This Lease for all purposes will be treated as a net lease.

Section 8.2 *Taxes and Fees*. Lessee agrees to pay and to indemnify and hold Lessor harmless from, all license, sales, use, personal property, and other taxes and fees, together with any penalties, fines, and interest on such taxes and fees imposed or levied with respect to the Equipment and the ownership, delivery, lease, possession, use, operation, sale, and other disposition of the Equipment, and upon the rental or earnings arising from any such disposition, except any federal or state income taxes payable by Lessor on such rental or earnings. Lessee may in good faith and by appropriate proceedings contest any such taxes and fees so long as such proceedings do not involve any danger of sale, forfeiture, or loss of the Equipment or of any interest in the Equipment.

Section 8.3 *Permits*. Lessee will provide all permits and licenses necessary for the installation, operation, and use of the Equipment. Lessee will comply with all laws, rules, regulations, and ordinances applicable to the installation, use, possession, and operation of the Equipment. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Equipment, such changes or additions will be made by Lessee at its own expense.

Section 8.4 *Utilities*. Lessee will pay all charges for gas, water, steam, electricity, light, heat or power, telephone, or other utilities furnished to or used in connection with the Equipment (including charges for installation of such services) during the term of this Lease. There will be no abatement of rent on account of the interruption of any such services.

ARTICLE IX

Use, Repairs, Alterations, And Liens

Section 9.1 *Use*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Lease. Lessee agrees that the Equipment is and at all times will remain personal property not withstanding that the Equipment or any part of the Equipment may now or hereafter become affixed in any manner to real property or to any building or permanent structure.

Section 9.2 *Repairs*. Lessee at its own cost will service, repair, and maintain the Equipment so as to keep the Equipment in as good condition, repair, appearance, and working order as when delivered to and accepted by Lessee under this Lease, ordinary wear and tear excepted. At its own cost, Lessee will replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed damaged beyond repair, or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms, and devices will be free and clear of all liens, encumbrances, and rights of others, and immediately will become a part of the Equipment and will be covered by this Lease (for all purposes including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.3 *Alterations*. Lessee may install such miscellaneous equipment as may be necessary for use of the Equipment for its intended purposes so long as either (a) the installation of such equipment does not alter the function or manner of operation of the Equipment, or (b) Lessee, upon termination of this Lease (other than termination pursuant to Section 3.3(b) or (d), restores the Equipment to its function and manner of operation prior to the installation of such equipment. Subject to the obligations described above, Lessee may remove such equipment upon termination of this Lease, if the removal of such equipment will not substantially damage the Equipment. Without the prior written consent of Lessor, Lessee will not make any other alterations, changes, modifications, additions, or improvements to the Equipment except those needed to comply with Lessee's obligations to change, add to, or repair the Equipment as set forth in Sections 9.2 and 10.3 herein. Any alterations, changes, modifications, additions, and improvements made to the Equipment, other than miscellaneous equipment installed as set forth above, immediately will become a part of the Equipment and will be covered by this Lease (for all purposes, including the obligation of Lessee to retransfer title to Lessor under Section 1.2 herein) to the same extent as the Equipment originally covered by this Lease.

Section 9.4 *Liens*. Except with respect to the security interest provided in Section 1.3 hereof, Lessee will not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment or any interest in the Equipment. Lessee promptly and at its own expense will take such action as may be necessary to duly discharge any mortgage, pledge, lien, charge, encumbrance, or claim, not excepted above, if the same arises at any time.

ARTICLE X

Indemnification, Insurance, And Damage To Or Destruction Of The Equipment

Section 10.1 *Indemnification*. Lessee assumes liability for and agrees to indemnify Lessor from and against any and all liability (including attorney's fees) of any nature imposed upon, incurred by, or asserted against Lessor which in any way relates to or arises out of ownership, delivery, lease, possession, use, operation, condition, sale, or other disposition of the Equipment. Notwithstanding anything contained in this Section to the contrary, Lessor shall not be indemnified for, or relieved of, any liability which may be incurred from Lessor's breach of this Lease.

Section 10.2 *Insurance*. Lessee at Lessor's option will either self insure, or at its cost, will cause casualty insurance, public liability insurance, and property damage insurance to be carried and maintained on the Equipment, with all such coverages to be in such amounts sufficient to cover the value of the Equipment at the commencement of this Lease (as determined by the purchase price paid by Lessor for the Equipment), and to be in such forms, to cover such risks, and with such insurers, as are acceptable to Lessor. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Lessor to be the named insured on such policies as its interest under this Lease may appear. Insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Lessor to the extent of the sum of the Option Purchase Price of the Equipment at the time of its damage or destruction and all amounts due and owing hereunder. Lessee will deliver to Lessor the policies or evidences of insurance satisfactory to Lessor, if any, together with receipts for the initial premiums before the Equipment is delivered to Lessee. Renewal policies, if any, together with receipts showing payment of the applicable premiums will be delivered to Lessor at least thirty (30) days before termination of the policies being renewed. By endorsement upon the policy or by independent instrument furnished to Lessor, such insurer will agree that it will give Lessor at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workmen's compensation insurance covering all employees working on, in, or about the Equipment, and will require any other person or entity working on, in, or about the Equipment to carry such coverage, and will furnish to Lessor certificates evidencing such coverages throughout the Term of this Lease.

Section 10.3 *Damage to or Destruction of the Equipment*. If all or any part of the Equipment is lost, stolen, destroyed, or damaged, Lessee will give Lessor prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost within thirty (30) days after such event, and any replaced Equipment will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Lessor under the policies required under Section 10.2 with respect to the Equipment lost, stolen, destroyed, or damaged, will be paid to Lessee if the Equipment is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Lessor to the extent of the then remaining portion of the Rental Payments to become due during the Term of this Lease less that portion of such Rental Payments attributable to interest which will not then have accrued. No loss, theft, destruction, or damage to the Equipment will impose any obligation on Lessor under this Lease, and this Lease will continue in full force and effect

regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Equipment and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE XI

Miscellaneous

Section 11.1 *Assignment and Sublease by Lessee*. Lessee may not assign, transfer, pledge, or encumber this Lease or any portion of the Equipment (or any interest in this Lease or the Equipment), or sublet the Equipment, without the prior written consent of Lessor. Consent to any of the foregoing acts shall not constitute a consent to any subsequent like act by Lessee or any other person. Lessee agrees that Lessor may impose on the Equipment such plates or other means of identification as necessary to indicate that the Equipment is subject to this Lease and the restrictions set forth in this Section.

Section 11.2 *Assignment by Lessor*. The parties hereto agree that all rights of Lessor hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part; provided that (1) notice of any such assignment, transfer or other disposition is given to Lessee at least five (5) days prior thereto; (2) prior to any such assignment, transfer or other disposition, the name and address of the assignee or transferee must be registered on registration books maintained by Lessee for this Lease; and (3) prior to any such assignment, transfer or other disposition, this Lease must be surrendered to Lessee and the interest of any such assignee or transferee indicated on the face hereof and after such notation hereon, Lessee will redeliver this Lease to the new owner or owners hereof. Lessee shall maintain registration books for this Lease and shall be obligated to make the payments required hereby, including principal and interest payments, solely to the registered owner or owners hereof.

Section 11.3 *Lessor's Right to Perform for Lessee*. If Lessee fails to make any payment or fails to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, Lessor may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and any expenses incurred by Lessor, as the case may be, together with interest thereon as herein provided, will be deemed to be additional rent payable by Lessee on Lessor's demand.

Section 11.4 *Addresses*. All notices to be given under this Lease will be made in writing and mailed or delivered by registered or certified mail, return receipt requested to the following addresses until either Lessee or Lessor gives written notice to the other specifying a different address:

- (a) if to Lessee, at Pleasant Grove City, Utah, City Hall, 70 South 100 East, Pleasant Grove, UT 84062. Attention: Dean Lundell.

(b) if to Lessor, at Zions First National Bank, One South Main Street, 17th Floor, Salt Lake City, Utah, 84133. Attention: Public Financial Services.

Section 11.5 *Manner of Payment*. All payments by Lessee will be made in cash, by certified or cashier's check, or by other manner acceptable to Lessor.

Section 11.6 *Nonwaiver*. No breach by Lessee in the satisfaction of any representation, covenant, warranty, or obligation contained herein or imposed hereby may be waived except by the written consent of Lessor, and any such waiver will not operate as a waiver of any subsequent breach. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of the covenant or obligation and until complete performance by Lessee of said covenant or obligation Lessor shall be entitled to invoke any remedy available to it under this Lease despite said forbearance or indulgence. No collection of rent shall operate as a waiver of any default.

Section 11.7 *Severance Clause*. Any provision in this Lease which is prohibited by Law will be treated as if it never were a part of this Lease, and the validity of the remaining terms of this Lease will be unaffected.

Section 11.8 *Entire Agreement; Addendum*. This Lease and the attached Exhibits constitute the entire agreement between Lessor and Lessee and supersedes any prior agreement between Lessor and Lessee with respect to the Equipment, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by Lessor and Lessee.

Section 11.9 *Amendments*. This Lease may be amended only by a written document signed by Lessor and Lessee, or their respective successors and assigns.

Section 11.10 *Inurement*. Subject to the restrictions in Section 11.1 above, this Lease is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and assigns.

Section 11.11 *Governing Law*. This Lease is governed by the laws of the State of Utah.

Section 11.12 *Headings*. Headings used in this Lease are for convenience of reference only and the interpretation of this Lease will be governed by the text only.

Section 11.13 *Offset*. Rental Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Rental Payments or other sums for any reason whatsoever, including, but not limited to any damage or destruction of the Equipment or any restriction or interference with Lessee's use of the Equipment.

Section 11.14 *Interest*. If Lessee fails to pay any Rental Payment or other amount due hereunder within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the rate of one percent (1%) per month.

Section 11.15 *Nature of this Agreement*. Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Equipment is as a secured

party and the interest of Lessee is as a debtor with the aggregate principal amount of the Rental Payments constituting the purchase price of the Equipment, and that Lessor neither has nor will have any equity in the Equipment.

Section 11.16 *Set-Up Fee*. As additional consideration for the rights herein granted to Lessee, Lessee agrees to pay Lessor a commencement or set-up fee of Zero (\$.00) on the date this Lease is executed.

Section 11.17 *Designation of Issue for Tax Purposes*. In accordance with Section 265 of the Code, Lessee hereby designates this Lease as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. Lessee reasonably anticipates that the total amount of tax-exempt obligations [other than (i) private activity bonds, as defined in Section 141 of the Code (a qualified 501 (c)(3) bond, as defined in Section 145 of the Code, and any bond issued to refund certain obligations issued before August 8, 1986 as described in Section 265 (b)(3)(B)(ii)(II) of the Code not being treated as a private activity bond for this purpose), (ii) any obligation to which Section 141 (a) of the Code does not apply by reason of Sections 1312, 1313, 1316 (g) or 1317 of the Tax Reform Act of 1986 and which is described in Section 265 (b)(3)(C)(ii)(II) of the Code, and (iii) any obligation issued to refund (other than to advance refund within the meaning of Section 149 (d)(5) of the Code) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation] which will be issued by the Lessee and by any aggregated issuer during the current calendar year will not exceed \$10,000,000.

Section 11.18 *Exhibits*. This Lease shall not be effective as against Lessor until such time as all Exhibits attached hereto, consisting of Exhibits "A" through "E," inclusive, are completed to the satisfaction of Lessor and delivered to Lessor.

EXHIBITS

Exhibit A..... Description Of Equipment
Exhibit B Resolution Of Governing Body
Exhibit C Payment Schedule
Exhibit D..... Opinion Of Lessee’s Counsel
Exhibit E Delivery and Acceptance Certificate

Executed this ____ day of _____, 20____.

Lessor:

Zions First National Bank

By _____
Johnathan Ward, Vice President

Lessee:

Pleasant Grove City, Utah

By _____
Michael Daniels, Mayor

EXHIBIT A
Description Of Equipment

Quantity	Description/Serial Numbers
6	2016 Ford Explorers XLT's Vins#1FM5K8D86GGA28964, 1FM5K8D88GGA28947, 1FM5K8D8XGGA28948, 1FM5K8D88GGA28950, 1FM5K8D81GGA28949, 1FM5K8D8XGGA28951

Initials of Lessee Signatory

EXHIBIT B
Resolution Of Governing Body
Extract Of Minutes

July 21, 2015

Pleasant Grove City, Utah

The City Council (the “Governing Body”) of Pleasant Grove City, Utah met in regular session at its regular meeting place in Pleasant Grove City, Utah on July 21, 2015, with the following members of the Governing Body present:

Michael Daniels	Mayor
Cindy Boyd	Council Member
Jay Meacham	Council Member
Cyd LeMone	Council Member
Ben Stanely	Council Member
Dianna Andersen.....	Council Member

Also present:

Kathy KresserCity Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting read and approved, the following resolution was introduced in written form, read in full, and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ was adopted by the following vote:

YEA:

NAY:

The resolution was then signed by the _____ in open meeting and recorded by the _____. The resolution is as follows:

A resolution approving the form of the Equipment Lease Agreement with Zions First National Bank, Salt Lake City, Utah. Finding that it is in the best interests of Pleasant Grove City, Utah to enter into said Agreement, and authorizing the execution and delivery thereof.

Whereas, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described in the Equipment Lease Agreement presented to this meeting; and

Whereas, the Governing Body has reviewed the form of the Equipment Lease Agreement and has found the terms and conditions thereof acceptable to Pleasant Grove City, Utah; and

Whereas, the Governing Body has taken the necessary steps including any legal bidding requirements, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement.

Be it resolved by the Governing Body of Pleasant Grove City, Utah as follows:

Section 1. The terms of said Equipment Lease Agreement are in the best interests of Pleasant Grove City, Utah for the leasing of the equipment described therein.

Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Pleasant Grove City, Utah.

Section 3. The officers of the Governing Body and Pleasant Grove City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

Adopted and approved this _____ day of _____, 20_____.

By _____
Michael Daniels, Mayor

STATE OF UTAH)
)
) ss.
)
COUNTY OF UTAH)

I, Kathy Kresser hereby certify that I am the duly qualified and acting City Recorder of Pleasant Grove City, Utah.

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the City Council including a Resolution adopted at said meeting held on July 21, 2015, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on _____, 20____.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of Pleasant Grove City, Utah this _____ day of _____, 20____.

By _____
Kathy Kresser, City Recorder

[S E A L] ↑

)

I, Kathy Kresser, the duly qualified City Recorder of Pleasant Grove City, Utah do hereby certify:

- (a) that in accordance with the requirements of Section 52-4-202 (2), Utah Code Annotated (1953), as amended, public notice of the 20____ Annual Meeting Schedule of the City Council (the “Governing Body”) of Pleasant Grove City, Utah was given, specifying the date, time and place of the regular meetings of the Governing Body scheduled to be held during the year, by causing a Notice of Annual Meeting Schedule for the Governing Body to be posted on _____, 20____, at the principal office of the Governing Body at Pleasant Grove City, Utah; said Notice of Annual Meeting Schedule having continuously remained so posted and available for public inspection during regular office hours of the undersigned until the date hereof; and causing a copy of the Notice of Annual Meeting Schedule to be provided on _____, 20____ to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent;
- (b) that in accordance with the requirements of Section 52-4-202 (1), Utah Code Annotated (1953), as amended, public notice of the regular meeting of the Governing Body on July 21, 2015, was given by specifying in a Notice of Regular Meeting the agenda, date, time and place of the meeting and by causing the Notice of Regular meeting to be posted at the principal office of the Governing Body on the _____ day of _____, 20____ a date not less than 24 hours prior to the date and time of the Governing Body’s regular meeting, and to be provided on the _____ day of _____, 20____, to at least one newspaper of general circulation within the geographic jurisdiction of Pleasant Grove City, Utah, or to a local media correspondent.

In witness whereof, I have hereunto set my hand and affixed the official seal of Pleasant Grove City, Utah this _____ day of _____, 20____.

By _____
Kathy Kresser, City Recorder

[S E A L] 

EXHIBIT C
Payment Schedule

Lessee: Pleasant Grove City, Utah

Date of Lease: July 28, 2015

Amount Due: \$233,970.47

1. Interest has been computed at the rate of 2.32% per annum. Interest shall accrue from the Commencement Date.
2. Rental payments shall be due annually commencing July 28, 2016. The payments set forth on the attached debt service schedule shall be due on the 28th day of July up to and including July 28, 2020.
3. The Option Purchase Price, on any given date of calculation, is equal to the Principal Outstanding on the Rental Payment Date immediately preceding the date of calculation (unless such calculation date is a Rental Payment Date, in which case, the Principal Outstanding as of such date) plus accrued interest from such Rental Payment Date at the rate set forth in paragraph number 1 above.

[Please see the attached Debt Service Schedule]

The remainder of this page has been intentionally left blank

Pleasant Grove City, Utah

\$233,970.47 Equipment Lease Purchase

Dated July 28, 2015

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/28/2015	-	-	-	-
07/28/2016	36,145.11	2.320%	5,428.11	41,573.22
07/28/2017	36,983.67	2.320%	4,589.55	41,573.22
07/28/2018	37,841.69	2.320%	3,731.53	41,573.22
07/28/2019	60,794.78	2.320%	2,853.60	63,648.38
07/28/2020	62,205.22	2.320%	1,443.16	63,648.38
Total	\$233,970.47	-	\$18,045.95	\$252,016.42

Yield Statistics

Bond Year Dollars	\$777.84
Average Life	3.325 Years
Average Coupon	2.3199998%
Net Interest Cost (NIC)	2.3199998%
True Interest Cost (TIC)	2.3199998%
Bond Yield for Arbitrage Purposes	2.3199998%
All Inclusive Cost (AIC)	2.3199998%

IRS Form 8038

Net Interest Cost	2.3199998%
Weighted Average Maturity	3.325 Years

Lease 7/09/15 | SINGLE PURPOSE | 7/15/2015 | 10:36 AM

Initials of Lessee Signatory

EXHIBIT D
Opinion Of Lessee's Counsel
(Use Attorney's Letterhead)

To: Zions First National Bank
One South Main Street
Salt Lake City, Utah 84111

Gentlemen:

As counsel for Pleasant Grove City, Utah ("Lessee"), I have examined duly executed originals of Equipment Lease Agreement (the "Lease") dated July 28, 2015, between the Lessee and Zions First National Bank, Salt Lake City, Utah ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Lease. Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah.
2. The Lease has been duly authorized, executed, and delivered by Lessee.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditors' rights generally.
5. The Lease is in accordance with and does not violate the usury statutes of the State of Utah, if any.
6. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (on any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
7. The Equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.

Attorney for Lessee

EXHIBIT E
Delivery And Acceptance Certificate

To: Zions First National Bank

Reference is made to the Equipment Lease Agreement between the undersigned ("Lessee"), and Zions First National Bank ("Lessor"), dated July 28, 2015, ("the Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit "A" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

Pleasant Grove City, Utah

Witness

By: _____
(Authorized Signature)

(Print name and title)

Date: _____



LEASE INFORMATION CHECKLIST

PLEASE SEND THE FOLLOWING DOCUMENTS TO ZIONS BANK:

- Audited Financial Statements for the following years: We have these.
- Correct signatures on all pages (Officer Signature, Officer Attest, Entity Seal, etc.)*
- Send **both** of the signed documents back to:
Zions Bank Public Finance
One South Main Street, 18th Floor
Salt Lake City, Utah, 84133-1109
The second copy will be returned for your records.
- Description of the financed property (Exhibit A) if not included in the lease document.
- Resolution Authorizing Lease. *
- Legal Opinion from local counsel as to Validity. *
- IRS Form 8038-G. (Please just sign, do not date)
- Legal Notice of meeting.
- An agenda from the meeting.
- Evidence of Property Damage Insurance with Zions First National Bank listed as loss payee.
(Please inform us if your insurance is not continuous.)
- Signed Form W-9 (Rev. December 2014)

AS EQUIPMENT IS PURCHASED:

- Copy of Invoices for all equipment purchased.
- Signed Delivery and Acceptance Certificates (Exhibit E)*.
- Titles of vehicles (if applicable)—complete with Zions First National Bank as lien holder.

* Forms provided by Zions Bank Public Finance.

One South Main Street, 18th Floor | Salt Lake City, UT 84133-1109 | Telephone: 801.844.7373 | FAX: 801.844.4484

Underwriter, Financial Advisor, and Purchaser of Municipal Securities

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>		
If obligations are BANs, check only box 19b	► <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	► <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
 Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.